

ANNEX

A

HUTCHENS

— LAW FIRM —

HIGH PERFORMANCE LAW™

Foreclosure Department
Phone: 910-864-3068
Fax: 910-864-0562
HutchensLawFirm.com

Offices In:
Fayetteville, Charlotte, Wilmington, NC | Columbia, SC
4317 Ramsey Street
Fayetteville, NC 28311

P.O. Box 1028
Fayetteville, NC 28302

January 17, 2017

Firm Case No: 1084381 (FC.FAY)

Michael James Garvey
330 Walter Godbrey Road
West Jefferson, NC 28694

RE: Michael James Garvey and Jane Holzer Godbrey and Jacqueline Holzer
Property Address: 330 Walter Godbrey Road
West Jefferson, NC 28694

Dear Sir or Madam:

It has come to our attention that you or your company may have interest in the above-referenced property.

A foreclosure proceeding has been instituted against the subject property. The sale is scheduled to take place on February 7, 2017.

A copy of the Notice of Sale is enclosed and the sale will be conducted in accordance with the terms set forth in said notice and as announced at the time and place of sale.

If you need any additional information about this foreclosure, please do not hesitate to contact this office.

Sincerely,

HUTCHENS LAW FIRM

AMENDED NOTICE OF FORECLOSURE SALE

12 SP 98

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Michael James Garvey and Jane Holzer Godbrey and Jacqueline Holzer, (Jane Holzer Godbrey, deceased) (PRESENT RECORD OWNER(S): Michael James Garvey, Jane Godbrey and Jacqueline Holzer) to Michael Lyon, Trustee(s), dated the 9th day of March, 2004, and recorded in Book 311, Page 347, in Ashe County Registry, North Carolina, default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Ashe County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in the City of Jefferson, Ashe County, North Carolina, or the customary location designated for foreclosure sales, at 12:30 PM on February 7, 2017 and will sell to the highest bidder for cash the following real estate situated in the County of Ashe, North Carolina, and being more particularly described as follows:

Land situated in the County of Ashe, State of North Carolina is described as follows:

Beginning at an iron pipe at intersection of two 30 foot streets, and running South 00 degrees 35 minutes West 110.25 feet to an iron pipe; thence North 85 degrees 13 minutes West 148 feet to an iron pipe; thence North 00 degrees 35 minutes East 110.25 feet to an iron; thence South 85 degrees 13 minutes East 148.00 feet to the point of beginning, according to a survey and plat made August 9, 1975 by Grear R. Sheets, RLS. Together with Improvements located thereon; said property being located at 330 Walter Godbey Road, West Jefferson, North Carolina.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23.

Should the property be purchased by a third party, that party must pay the excise tax, as well as the court costs of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by NCGS §7A-308(a)(1).

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A deposit of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

Additional Notice for Residential Property with Less than 15 rental units,

including Single-Family Residential Real Property

An order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving the notice of foreclosure sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days but not more than 90 days, after the sale date contained in this notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE

BY: 
Attorney at Law
Hutchens Law Firm
Attorneys for Substitute Trustee Services, Inc.

c/o Hutchens Law Firm
P.O. Box 1028
4317 Ramsey Street
Fayetteville, North Carolina 28311
Phone No: (910) 864-3068
<https://sales.hutchenslawfirm.com>
Case No: 1084381 (FC.FAY)

ANNEX

B

FILED

STATE OF NORTH CAROLINA
COUNTY OF ASHE

IN THE GENERAL COURT OF JUSTICE
2016 SEP 19 PM 12:29 BEFORE THE CLERK
ASHE COUNTY CSC

In the Matter of the Foreclosure of a Deed }
of Trust executive by Michael James Garvey }
and Jane Holzer Godbrey a/k/a Emily J. }
Holzer a/k/a Jane Holzer and Jacqueline }
Holzer dated March 9, 2004 and recorded }
on April 14, 2004 in Book 311, at Page 347, }
Ashe County Registry. }

NOTICE OF DISPUTE

12 S P 9 8

The Consumer, Michael James Garvey, hereby give notice that the alleged debt Seterus, Inc., (herein "Seterus"), claims is in default is disputed pursuant to 15 USC § 1692g, of the Fair Debt Collection Practices Act (FDCPA). Seterus also alleges to be the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"). The Consumer specifically denies all signatures appearing on Seterus's documents, and their alleged authority and capacity to collect or sue the Consumer in this private tribunal. The Consumer, Michael James Garvey demands verification and validation of the alleged debt supposedly owed to Fannie Mae. So that there is no misunderstanding of verification, the term "verification" is defined as:

the act or process of verifying; the state of being verified; evidence that establishes or confirms the accuracy or truth of something; a formal assertion of the truth of something, as by oath or affidavit; a sworn statement of truth or correctness.

The alleged "debt" as defined in 15 USC §1692a(5) is an alleged obligation of the Consumer arising out of a transaction in which the transaction was for personal, family, and household purposes. Seterus and Fannie Mae are debt collectors pursuant to 15 USC §1692a(6).

A TRUE COPY

Also, Seterus and Fannie Mae was previously notified to cease and desist any further collection

Pam W. Barlow

Clerk of Superior Court

Ashe County

attempts until they obtain verification and then validation of the alleged debt (see ANNEX A).

NOTICE OF DISPUTE

Page 1 of 4

[Signature]
Assistant Deputy Clerk of Superior Court

Michael James Garvey, the Consumer, disputes the alleged debt is due and owing to Fannie Mae and demands the complete chain of title and custody of the alleged debt.

The Consumer also states any further communication entered into this private tribunal from, the debt collectors, Seterus and Fannie Mae without verification and validation of the alleged debt will be deemed a willful violation of the FDCPA; and the Consumer will take legal action in the United States federal district court invoking "Federal Question" jurisdiction.

All Rights Reserved Without Prejudice,


Michael J. Garvey, Consumer
c/o 330 Walter Godbey Road
West Jefferson, NC 28694

NOTICE OF DISPUTE

Page 2 of 4

I, Michael J. Garvey, Consumer being of sound mind, having first-hand knowledge, affirm, state and declare by my freewill act and deed that the facts contained herein in this Notice of Dispute are true, correct, complete and not misleading, under penalties of perjury.

Executed this 16th day of September, 2016

M. J. Garvey
Michael J. Garvey, Consumer

Notice: Use of Notary is for identification purposes only and shall not be construed against Declarant as adhesion, indicia, or submission to any foreign, domestic, or municipal jurisdiction or public venue.

STATE OF NORTH CAROLINA)
COUNTY OF Ashe) JURAT
)

Before me the undersigned, a Notary acting within and for the County of Ashe and State of North Carolina on this 16th day of September, 2016, personally appeared and known to me to be the identical Man, Michael Garvey who being duly sworn, declared the above to be true, correct, and not meant to mislead, to the best of his firsthand knowledge, understanding, and belief, executed by his free will and voluntary act and deed the foregoing document.

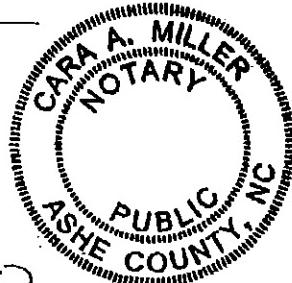
Given under my hand and seal this 16th day of September, 2016.

Cara A. Miller

Notary signature

(seal)

My Commission expires: 10-05-2020



NOTICE OF DISPUTE

Page 3 of 4

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the Consumer's Notice of Dispute has been sent to the following listed below by USPS First Class Mail on September 16, 2016.

HUTCHEN LAW FIRM
4317 Ramsey Street
Fayetteville, NC 28311

Pam Barlow, Clerk
Clerk of the Courts Office
150 Government Circle
Jefferson, NC 28640

M. J. Garvey
Michael J. Garvey

NOTICE OF DISPUTE

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ANNEX

C

Desc Main
FILED
U.S. Bankruptcy Court
OCT 31 2016
WONG
Statesville, NC

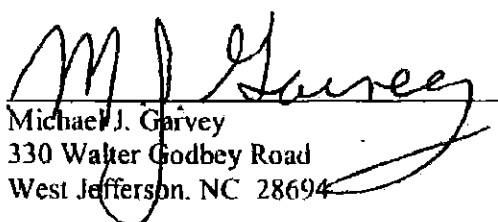
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
(Statesville Division)

In re: }
MICHAEL JAMES GARVEY }
} Case No. 16-50518
} Chapter 13
}

NOTICE TO THE COURT

This is a Notice of Dismissal that I, Michael James Garvey, in the above referenced bankruptcy Case No.: 16-50518, wishes to dismiss this bankruptcy case at this time for medical reasons as described in the attached doctor's note. I notified Steven G. Tate, Trustee, of my recent disability but Mr. Tate never responded.

Respectfully submitted,


Michael J. Garvey
330 Walter Godbey Road
West Jefferson, NC 28694

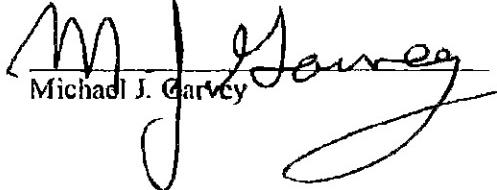
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Notice of Dismissal has been sent to the parties listed below by USPS First Class Mail.

Steven G. Tate, Trustee
212 Cooper Street
Statesville, NC 28677

SHAPIRO & INGLE, LLP
10130 Perimeter Pkwy., Suite 400
Charlotte, NC 28216

Dated: October 27, 2016


Michael J. Garvey



Southeastern Retina Associates, P.C.

Diseases and Surgery of the Retina and Vitreous

John C. Hoskins, M.D. Joseph M. Googe, Jr., M.D.
 James H. Miller, Jr., M.D. Joseph M. Gunn, M.D.
 Tod A. McMillan, M.D. Howard L. Cummings, M.D.
 Allan Couch, M.D. Stephen L. Perkins, M.D.

WORK RESTRICTIONS

Patient Name: Michael Conroy
Diagnosis: Retinal Detachment
Visual Acuity: with correction right eye 20/400
without correction right eye

Date: 10-5-11
Eye: Right
left eye 20/200
left eye

Date of Surgery: 10/3/16, 10/5/16 Date of Injury: _____

Date of Restriction Onset: 10/3/2016

Date of Expected Return to Work: _____

- No Operation of Heavy Equipment
 - No Stooping, Bending or Straining
 - No Lifting or Carrying Over Ten Pounds (10 lbs.)
 - No Work at Elevations Above Floor Level
 - No Exposure to Hazardous Machinery
 - No Activities Resulting in Rapid Head Movement
 - No Work Involving Fine Work at Close Distance
 - No Physical Education
 - No Driving
 - Limited Depth Perception
 - Limited Color Discrimination
 - Limited Night Vision
 - Limited Field of Vision
 - Must Wear Eye Protection at All Times – Monocular
 - Must Wear Glasses
 - Other _____

- No Restrictions

Restricted

a. Permanent b. Temporary

Visually Disabled

a. Former Job b. Any Job

Comments: Patient legally blind and currently cannot read. Recommend to reschedule eye count for at least 1 month until visual recovery.


EXAMINER'S SIGNATURE